

APPENDIX A

Project Documentation

A-1 Project Legislation

A-2 Memorandum of Agreement

APPENDIX A-1

Project Legislation

*Excerpts from
Surface Transportation Uniform Relocation Assistance Act of 1987, and as amended*

tion Assistance Act of 1952. The Committee intends that this project be carried out on Route 21 in Passaic County, New Jersey. The final report on the project should explain the time savings, give a description of the procedures used to accelerate design and construction, indicate how the techniques differed from those used on the project authorized by section 141 of the Federal-Aid Highway Act of 1976, and provide an analysis of the costs and benefits of the accelerated completion.

The Committee intends and expects the project to be completed within a construction schedule which will result in cost and time savings. In order to insure the immediate construction of this badly-needed project, this project need not comply with Federal-aid highway project procedures which have been established administratively. Also, in order to accomplish the objectives of the demonstration project, all procedures and regulations not founded on statutory requirements are subject to waiver if considered to be in the public interest. In line with the Council on Environmental Quality (CEQ) guidelines and in an effort to streamline the environmental process, a short and concise EIS shall be developed with the assistance of Federal Highway Administration environmental specialists.

Paragraph (2) authorizes a highway project in Brick Township, New Jersey, to demonstrate methods of improving traffic operations and reducing accidents at a high volume rotary intersection and a highway project on a route connecting to another rotary intersection in Wall Township, New Jersey.

Paragraph (3) authorizes a highway project on Route 219 in the vicinity of Johnstown, Pennsylvania, to demonstrate methods by which such project enhances highway safety and economic development in an area of high unemployment. Additional authorizations are provided under subsection (d).

Paragraph (4) authorizes a highway project to demonstrate the economic growth and development benefits of widening and improving traffic signalization of a heavily traveled segment of the Federal-aid urban system connecting a community college and a large commercial center in the City of Fort Smith, Arkansas.

Paragraph (5) authorizes a project to demonstrate the economic and safety benefits of constructing a grade separation between a railroad line and a highway at 21st Street in Moorhead, Minnesota, and of reconstructing two deteriorated segments of Route 2, where it passes through Fosston and Bagley, Minnesota.

Paragraph (6) authorizes a project to demonstrate methods of improving traffic flow on State Highway 22 between Interstate Route 5 and U.S. Route 127 in Northern Kentucky.

Paragraph (7) authorizes a demonstration project in the vicinity of the Mario International Airport in San Bernardino County, California, to demonstrate methods of improving highway access to an airport projected to incur a substantial increase in traffic.

Paragraph (8) authorizes a project to allow for the comparison of various advanced delineation techniques to close a gap on Route 20, which runs between Altoona and Tyrone Borough in Blair County, Pennsylvania.

Paragraph (9) authorizes preliminary engineering, design, and right-of-way acquisition and relocation activities for 3-mile

extension of limited access highways connecting to the northern and southern termini of I-49 in Lafayette and Shreveport, Louisiana.

Paragraph (10) authorizes preliminary engineering and design of a highway project to demonstrate the most cost-effective method of improving Interstate access for passengers and cargo moving to and from the Port of Miami, Florida.

Paragraph (11A) authorizes preliminary engineering, design, right-of-way acquisition, relocation activities and initial construction in connection with a project to demonstrate methods of improving highway safety and accelerating reconstruction of a two-lane segment of U.S. 71 between its junction with I-40 and I-540 in the vicinity of Fort Smith, Arkansas, and the boundary between the States of Arkansas and Missouri as a four-lane facility.

Paragraph (11B) authorizes preliminary engineering, design, right-of-way acquisition, relocation activities and initial construction in connection with a project to demonstrate methods of improving highway safety and accelerating reconstruction of a two-lane segment of U.S. 71 between the boundary between the States of Arkansas and Missouri and the vicinity of Carthage, Missouri, as a four-lane facility.

Paragraph (12) authorizes a highway project in the vicinity of Sanford, Florida, to demonstrate methods of reducing costs and expediting construction of an interchange in the vicinity of Route 46A and an Interstate route by contracting with a private business to design and construct the project.

Paragraph (13) authorizes a project in the vicinity of San Jose and Santa Clara, California, to demonstrate a unified method of reducing traffic congestion where a highway intersects with two other highways in a railroad crossing in a one-quarter-mile segment.

Paragraph (14) authorizes a demonstration project in the vicinity of the C&O Canal in the District of Columbia for the purpose of substantially improving vehicle access at a major traffic generator without decreasing the efficiency of a Federal-aid primary highway. Georgetown University would dedicate at least 2.5 acres of land as a scenic easement.

Paragraph (15) authorizes a highway grade separation project on a route on the Federal-aid urban system in the vicinity of Compton, California to demonstrate methods of relieving traffic congestion and enhancing economic development.

Paragraph (16) authorizes a highway project to demonstrate methods by which construction of a grade separation for a railroad crossing of a primary highway, enhances urban redevelopment and the effectiveness of a planned transportation center in Modesto, California.

Paragraph (17) authorizes the Secretary to provide for preliminary engineering, design, utility relocation, land acquisition and initial construction in connection with a highway project for construction of two additional lanes on a two-lane, 106-mile highway on the Federal-aid primary system which begins in the vicinity of Columbia, Missouri, and ends in the vicinity of Lancaster, Missouri. This project will demonstrate methods of improving highway

onstrating methods of accelerating project construction and resolving environmental concerns among Federal and State agencies.

(7) SAN BERNARDINO COUNTY, CALIFORNIA.—The Secretary shall carry out a demonstration project in the vicinity of the Ontario International Airport in San Bernardino County, California, for the purpose of demonstrating methods of improving highway access to an airport which is projected to incur a substantial increase in air service.

(8) ALTOONA, PENNSYLVANIA.—The Secretary shall carry out a highway project to close a gap of approximately 12 miles in a multilane limited access road connecting the city of Altoona to the borough of Tyrone in Blair County, Pennsylvania, for the purpose of demonstrating state-of-the-art delineation technology. For comparison purposes, the highway section to be constructed shall connect a highway section constructed with current delineation technology and an older highway section constructed with traditional delineation technology. The project shall demonstrate the latest horizontal and vertical delineation techniques and utilize innovative techniques in highway delineation treatments to improve traffic control and highway safety. All delineation elements shall be designed to provide the optimum life-cycle costs, thereby minimizing the highway safety benefits and maintaining future maintenance costs. The Secretary shall provide necessary technical assistance in the design and construction of the project. Upon completion of the project, the highway shall be added to the Federal-aid primary system.

(9) LOUISIANA.—

(A) LAFALETTE.—The Secretary is authorized to carry out a highway project to demonstrate the benefits to traffic flow and transportation of labor and materials by construction of a highway to provide limited continuous access between an interstate route and a highway on the Federal-aid primary system in Lafayette, Louisiana.

(B) SHREVEPORT.—The Secretary is authorized to carry out a highway project which will demonstrate methods of reducing traffic congestion in the central business district of Shreveport, Louisiana, improving access to such district, providing highway continuity, and satisfying national design requirements by connecting an interstate route with another interstate route which serves as a bypass around such city.

(10) MIAMI, FLORIDA.—The Secretary is authorized to carry out a highway project which will demonstrate the most cost effective method of improving interstate motor vehicle access for passengers and cargo moving to and from the port of Miami, Florida.

(11) ARKANSAS—MISSOURI.—

(A) BELLA VISTA, ARKANSAS.—The Secretary is authorized to carry out a highway project in the State of Arkansas on a segment of a north-south highway on the Federal-aid primary system from the vicinity of the junction of Interstate Routes 1-40 and I-540 to the boundary between the States of Arkansas and Missouri in the vicinity of Bella Vista, Arkansas, for the purpose of demonstrating methods of improving highway safety and of accelerating highway

construction. Such project shall increase the number of lanes on such segment from 2 to 4.

(B) CARRASSETT, MISSOURI.—The Secretary is authorized to carry out a highway project on a segment of a north-south highway on the Federal-aid primary system from the vicinity of Carthage, Missouri, to the boundary between the States of Arkansas and Missouri in the vicinity of Noel, Missouri, for the purpose of demonstrating methods of improving highway safety and accelerating highway construction. Such project shall increase the number of lanes on such segment from 2 to 4.

(C) DESIGN FEATURES, TECHNICAL ASSISTANCE.—The projects authorized by subparagraphs (A) and (B) of this paragraph shall also demonstrate the latest high-type geometric design features and new advances in highway traffic control and safety hardware. All design elements, including the highway pavement, shall be designed to provide the best life-cycle costs, thereby minimizing future maintenance costs. The Secretary shall provide necessary technical assistance in the design and construction of such projects.

(12) SANFORD, FLORIDA.—The Secretary shall carry out a highway project to demonstrate methods of reducing costs and expediting construction of an interchange in the vicinity of Sanford, Florida, and the intersection of Route 46A and an interstate route by contracting with a private business to design and construct such project.

(13) SAN JOSE, CALIFORNIA.—The Secretary is authorized to carry out a demonstration project in the vicinity of San Jose and Santa Clara, California, for the purpose of demonstrating a unified method of reducing traffic congestion on a Federal-aid urban highway which is the result of the intersection of such highway with 2 other Federal-aid urban highways and a railroad crossing in a ½-mile segment of such highway.

(14) DISTRICT OF COLUMBIA.—

(A) PROCTOR DISSECTION.—The Secretary shall carry out a demonstration project in the vicinity of the C&O Canal in the District of Columbia for the purpose of substantially improving motor vehicle access at a major traffic generator without decreasing the efficiency of a Federal-aid primary highway. The Secretary shall enter into such project with the Secretary of the Interior.

(B) LIMITATION.—No Federal assistance shall be provided to carry out the demonstration project under this paragraph until private sources dedicate at least 2.5 acres of land as a scenic segment for project purposes.

(15) COMPTON, CALIFORNIA.—The Secretary shall carry out a highway project for construction of a grade separation on a route on the Federal-aid urban system in Compton, California, for the purpose of demonstrating methods of relieving traffic congestion and enhancing economic development.

(16) MOUNTAIN VIEW, CALIFORNIA.—The Secretary shall carry out a highway project to demonstrate methods by which construction of a grade separation for a railroad crossing of a highway on the Federal-aid primary system enhances urban redevelopment and

PUBLIC LAW 101-164—NOV. 21, 1989

more of the following projects and conveyed to the State by the City of Irvine, the City of Tustin, and/or the County of Orange for the construction of the Burren Parkway/State Route 123 interchange, the Tustin Ranch Road/Interstate Route 5 interchange, the Bala Parkway/Interstate Route 5 interchange, and the improvements to the confluence of Interstate Route 5 and Interstate Route 405 in Orange County, California, upon application by the State of California for reimbursement. The fair market value of the right of way shall be established as determined by the Secretary of Transportation in accordance with regulations and statutes governing the acquisition of rights of way for projects on the Federal Aid Primary and Interstate System.

Sec. 334. (a) INTERMODAL URBAN DEMONSTRATION PROJECT.—Funds appropriated in this Act for "Intermodal Urban Demonstration Project" shall remain available until expended.

(b) UMTA CONSTRUCTION RAIL SERVICES.—Section 337 of Public Law 100-457 is amended to read as follows:

"Notwithstanding any other provision of law, when a computer rail service has been suspended for safety reasons, and when a statewide or regional agency or instrumentality commits to restoring such service by the end of 1989, and when the improvements needed to restore such service are funded without Urban Mass Transportation Administration funding, the directional route miles of such service shall be included for the purpose of calculating the fiscal year 1990 section 3 apportionment, as well as the apportionment for subsequent years. If such service is not restored by the end of 1989, the money received as a result of the inclusion of the directional route miles shall be returned to the disbursing agency, the Urban Mass Transportation Administration."

(c) STAFFING OPERATING ASSISTANCE.—Section 9(2)(A).—In any case in which a statewide agency or instrumentality is responsible under State laws for the financing, construction and operation, directly by lease, contract or otherwise, of public transportation services, and when such statewide agency or instrumentality is the designated recipient of UMTA funds, and when the statewide agency or instrumentality provides services among two or more urbanized areas, the statewide agency or instrumentality shall be allowed to apply for operating assistance up to the combined total permissible amount of all urbanized areas in which it provides services, regardless of whether the amount for any particular urbanized area is exceeded. In doing so, UMTA shall not reduce the amount of operating assistance allowed for any other State, or local transit agency or instrumentality within the urbanized areas affected. This provision shall take effect with the fiscal year 1990 section 9 apportionment.

Sec. 335. PERMANENT PROHIBITION AGAINST SMOKING ON SCHEDULED AIRLINE FLIGHTS.—Section 404(d)(1) of the Federal Aviation Act of 1958 (49 U.S.C. App. 1374(d)(1)) is amended by deleting in subparagraph (A) of section 404(d)(1) of the Federal Aviation Act of 1958 (49 U.S.C. App. 1374(d)(1)(A)) all after the words "any scheduled airline flight" and inserting in lieu thereof the following: "segment in air transportation or interstate air transportation, which is—

(i) between any two points within Puerto Rico, the United States, Virgin Islands, the District of Columbia, or any State of

PUBLIC LAW 101-164—NOV. 21, 1989

Alaska and Hawaii) and any point in any other of such jurisdictions;

(ii) within the State of Alaska or within the State of Hawaii;

or

(iii) scheduled for 6 hours or less in duration, and between any point described in clause (i) and any point in Alaska or Hawaii, to take effect upon the commencement of the 95th day following the date of enactment of this Act, and by striking subparagraph (C).

Sec. 338. The segment of Michigan Highway 59 beginning at the intersection of such highway with Michigan Highway 53 in the vicinity of Utica and ending at the intersection of such highway with Gratiot Avenue in the vicinity of Mount Clemens shall be known and designated as the "James G. O'Hara Memorial Highway", and any reference in a law, map, regulation, document, record, or other paper of the United States to such segment shall be deemed to be a reference to the "James G. O'Hara Memorial Highway".

Sec. 337. Notwithstanding any other provision of law, not to exceed one-fourth of 1 per centum of funds apportioned in fiscal year 1990 or 1991 to a State under sections 104(b), 130, 144, and 152 of title 23, United States Code, shall be available to carry out section 140(b) of title 23, United States Code, upon a request by the State highway department.

Sec. 338. Notwithstanding any other provision of law, section 149(a)(1)(B) of Public Law 100-17 is amended by striking "at least"

Sec. 339. The Secretary shall conduct a thorough independent safety review of the New York Metropolitan Transportation Authority, including the New York City Transit Authority, the Long Island Railroad and Metro-North commuter railroads, using available funds or funds withheld from formula money allocated to the New York portion of the New York-Northeast New Jersey urbanized area. The Secretary shall submit a comprehensive plan, within thirty days after the date of enactment of this Act, for conducting such an investigation, including the cost and scope of the investigation and an expeditious schedule for completion of such an investigation.

Sec. 340. The Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1509 et seq.), is amended by adding at the end of section 23 the following new subsection:

"(h) SAFETY, FINANCIAL AND PROCUREMENT COMPLIANCE. Reviews.—In addition to the purposes provided for under subsection (a), the funds made available under subsections (a) (1) through (5) may be used by the Secretary to contract with any person to provide safety, procurement, management and financial compliance reviews, and audits of any recipient of funds under any such subsection. Any contract entered into under this subsection shall not be subject to the requirements of subsection (d), (e), (f), or (g)."

Sec. 341. The Department of Transportation shall study the effect on consumers of State regulation of the rates, routes, and services of the express package industry and make recommendations to Congress.

Sec. 342. Notwithstanding any other provision of law, any lease agreement entered into between Union Pacific Railroad Company and School District numbered 25, Bannock County, State of Idaho,

101 Stat. 181.
Safety.
New York
Railroads.
New Jersey.

49 U.S.C. 1509
1989

Contract
Railroads.
Idaho.

APPENDIX A-2

Memorandum of Agreement

LAN/MOA/GEOTOWN/991
Agreement Number: DTFH71-91-A-00008
September 25, 1991

MEMORANDUM OF AGREEMENT

AMONG

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

AND

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION

AND

GEORGETOWN UNIVERSITY

AND

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF PUBLIC WORKS

FOR

DESIGN AND CONSTRUCTION

OF

GEORGETOWN UNIVERSITY SOUTH ACCESS
DEMONSTRATION PROJECT DE 0014(901)
DISTRICT OF COLUMBIA

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "the Agreement") is among the DEPARTMENT OF TRANSPORTATION, through the FEDERAL HIGHWAY ADMINISTRATION (hereinafter referred to as "the FHWA"); the DEPARTMENT OF THE INTERIOR, through the NATIONAL PARK SERVICE, NATIONAL CAPITAL REGION (hereinafter referred to as "the NPS"); the GOVERNMENT OF THE DISTRICT OF COLUMBIA, (hereinafter referred to as "the District"); and "GEORGETOWN UNIVERSITY".

PURPOSE: The purpose of this Agreement is to establish the responsibilities and procedures under which work will be performed by the parties to the Agreement named above as necessary to implement Section 149(a)(14) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17; 101 Stat. 132, 183; April 2, 1987), as amended by Section 338 of the Department of Transportation and Related Agencies Appropriation Act of 1990 (Pub. L. 101-164; 103 Stat. 1069, 1099; November 21, 1989) (hereinafter referred to as "the Act"), which calls for "a demonstration project in the vicinity of the C&O Canal in the District of Columbia for the purpose of substantially improving motor vehicle access at a major traffic generator without decreasing the efficiency of a Federal-aid primary highway."

WHEREAS, the Act authorizes the Demonstration Project and provides further that "The Secretary [of Transportation] will enter into such arrangements as may be necessary to carry out such project with the Secretary of the Interior."

AND WHEREAS, the Act provides that the Demonstration Project is subject to Title 23, United States Code, which provides for the delegation of responsibility for construction of the Demonstration Project to the District;

AND WHEREAS, the Act provides that funds authorized for the Demonstration Project shall be available for the obligation of funds in the same manner as if such funds were apportioned under Chapter 1 of Title 23, United States Code, except that such funds will remain available until expended;

AND WHEREAS, under Title 23 of the United States Code, there is a requirement for a State or local matching of Federal funds of 20 percent for the completion of the Demonstration Project;

AND WHEREAS, the Act provides further that "No Federal assistance shall be provided to carry out the [Demonstration Project] until private sources dedicate 2.5 acres of land as a scenic easement for project purposes."

AND WHEREAS, a determination has been made by the FHWA that the dedication of 2.5 acres by Georgetown University as a permanent scenic easement for the Demonstration Project will, pursuant to the Act, satisfy the 20 percent State or local matching of Federal funds as required by Title 23, United States Code;

1
AND WHEREAS, the Demonstration Project will be completed in the vicinity of the existing Georgetown University entrance from Canal Road, located approximately 2,000 feet west of Key Bridge, which necessitates use of NPS lands;

AND WHEREAS, the NPS has the authority to exchange interests in land to allow the use of NPS land that is needed to complete the Demonstration Project when an authorized exchange in interests in land has taken place, and Georgetown is ready and willing to participate in such an exchange;

AND WHEREAS, the NPS and Georgetown have agreed in principle to exchange interests in land, pursuant to the authority of each;

AND WHEREAS, the District has agreed, subject to the requirements of the District of Columbia law, to transfer the 2.5 acre permanent scenic easement dedicated for the Demonstration Project by Georgetown University to the NPS;

AND WHEREAS, the FHWA, the NPS, the District, and Georgetown University have agreed to fully cooperate to complete the Demonstration Project as authorized by the Act.

NOW, THEREFORE, the FHWA, the NPS, Georgetown University, and the District do hereby agree as follows:

1. The FHWA will be the lead agency for the Demonstration Project, and shall be responsible for:
 - a. allocating the Federal funding for the Demonstration Project;
 - b. environmental clearances in accordance with all applicable laws, including the National Environmental Policy Act of 1969 (pub. L. No. 91-190; 83 Stat. 852; January 1, 1970; 42 U.S.C. 4321, et seq.);
 - c. compliance with section 106 of the National Historic Preservation Act of 1966 (Oct. 15, 1966; 80 Stat. 915, 917; 16 U.S.C. 470f);
 - d. review and approval of the design of the Demonstration Project by the National Capital Planning Commission, pursuant to the Act of June 6, 1924 (43 Stat. 463; 40 U.S.C. 71, et seq.), and the Commission of Fine Arts, pursuant to the Act of September 22, 1950 (54 Stat. 903);
 - e. public involvement activities required by law;
 - f. determination of right-of-way requirements, design, and construction of the Demonstration Project;

- g. determination of acceptability of the work to meet all applicable standards; and
- h. approval of and acceptance of the work.

All actions by the FHWA will be in accordance with the requirements of Title 23, United States Code.

2. In addition to the items listed above, the FHWA, through its District of Columbia Division Office (FHWA-DC), will be responsible for:
 - a. overall coordination of the Demonstration Project;
 - b. authorizing all phases of the work and obligating Federal funds. No Federal funds will be expended prior to the dedication by Georgetown University of the 2.5 acres of land as a permanent scenic easement for the Demonstration Project, and the exchange of interests in land between the NPS and Georgetown University, except for those actions, such as preliminary engineering, necessary to determine the land needed for the Demonstration Project;
 - c. monitoring and acceptance of the work performed by the District;
 - d. approval of the environmental documentation; and
 - e. for providing information for the Congressional reports.
3. In addition to the items listed above, the FHWA, through its Eastern Federal Lands Highway Division (FHWA-EFLHD), at the request of the District, will be responsible for:
 - a. development of the Demonstration Project, including public involvement and environmental documentation;
 - b. environmental permit applications;
 - c. right-of-way plans;
 - d. final design plans, specifications, and estimate (PS&E); and
 - e. construction administration of the Demonstration Project. The FHWA will perform, or cause to be performed, the preliminary engineering and construction work outlined herein in accordance with standards, policies, and procedures prescribed in the Federal-Aid Highway Program Manual, Volume 6, Chapter 9, Section 13 (FHPM 6-9-13), except as modified by the parties in accordance with this Agreement. Procurement of engineering assistance and construction will be in accordance with the Federal Acquisition Regulations and the Transportation Acquisition Regulations. The

Division Engineer, FHWA-EFLND, will be the Contracting Officer for the FHWA. The specifications will be the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects", current as of the date of advertisement.

4. The District agrees to be a cooperating agency in the Demonstration Project, and, as a cooperating agency, to assist the lead agency as requested in completing the Demonstration Project. The District will:
 - a. Assume responsibility for providing the 20 percent State or local match, hereinafter referred to as the local match, and for all funding obligations and expenditures. The local match will be satisfied upon the Georgetown University's dedication for the Demonstration Project of 2.5 acres of land as a scenic easement. All dedications of land, easements, and/or air rights to or by the District are subject to the requirements of District of Columbia law.
 - b. Participate in all phases of the Demonstration Project development, including, but not limited to:
 - (1) selection of alternatives through the environmental process;
 - (2) transferring, in accordance with Section 4(a), the scenic easement previously dedicated to the District by Georgetown University to the NPS;
 - (3) acquiring right-of-way needed for the Demonstration Project using procedures applicable to the Federal-aid highway system and based on plans furnished by the FHWA;
 - (4) preparation of agreements for utility adjustments and coordination of same with the construction phase; processing permit applications deemed necessary for the construction of the Demonstration Project; and
 - (5) upon completion, for acceptance and maintenance of the transportation facility and the work of this Demonstration Project.
 - c. The District will provide to the FHWA copies of the following documents as appropriate:
 - (1) appropriate recorded deeds for lands or easements needed for the Demonstration Project;
 - (2) NPS approval and acceptance of the scenic easements; and
 - (3) recorded plats showing transfers of jurisdiction for the lands or easements needed for the Demonstration Project.

5. The NPS hereby agrees :

- a. To be a cooperating agency for the Demonstration Project, and as a cooperating agency, to assist the lead agency as requested in completing the Demonstration Project.
- b. To undertake efforts pursuant to authority provided in section 5(b) of the Act of July 15, 1968 (82 Stat. 354, 356; 16 U.S.C. 4601-22(b)) to complete an exchange of interests in land with Georgetown University to facilitate completion of the Demonstration Project by:
 - (1) obtaining an appraisal of the fair market value of the access easement across NPS land that the FHWA determines is needed for completion of the Demonstration Project;
 - (2) working with the Georgetown University to identify the area of land Georgetown University owns over which the Georgetown University will grant a scenic easement, or such other interests in lands as may be mutually agreed upon by the Georgetown University and the NPS, that is approximately equal in value to the access easement across NPS land to be provided for the Demonstration Project in the exchange; and
 - (3) upon mutual agreement between the Georgetown University and the NPS on the approximately equal value land interests to be exchanged, to prepare the necessary conveyance documents for execution.
- c. Upon mutual agreement by Georgetown University and the NPS on the approximately equal value land interests to be exchanged, to execute and deliver to an escrow agent an access easement to the District of Columbia across NPS land needed for construction of the Demonstration Project.
- d. To instruct the escrow agent to record the executed access easement in the land records of the District of Columbia upon completion by the FHWA, all prior to construction, of the requirements for:
 - (1) environmental reviews;
 - (2) the historic preservation review requirements of Section 106 of the National Historic Preservation Act of 1966; and
 - (3) review and approval of the Demonstration Project design by the National Capital Planning Commission and the Commission of Fine Arts.

- e. Upon completion by the FHWA of the requirements in paragraph 5.d., and in accordance with NPS policies, to issue a NPS construction permit for construction of the Demonstration Project on NPS land. The construction permit will contain such terms and conditions as the NPS deems necessary to protect adjacent NPS property, and its natural and historic resources, from adverse impacts from construction of the Demonstration Project.

6. Georgetown University agrees to:

- a. Cooperate in the Demonstration Project and assist the lead agency as requested in completing the Demonstration Project.
- b. Dedicate 2.5 acres of land to the District as a permanent scenic easement for the Demonstration Project, provided that the terms and conditions of the scenic easement will be reviewed and approved by the NPS. If the Demonstration Project is terminated, the 2.5 acres or portion thereof will revert to Georgetown University in accordance with the terms and conditions of paragraph 6.g. below.
- c. Provide any Georgetown University land that is needed for construction of the Demonstration Project.
- d. Work with the NPS to identify the area or areas of land Georgetown University owns over which Georgetown University will grant to the NPS a scenic easement, or such other interests in lands as may be mutually agreed upon by the Georgetown University and the NPS, that is approximately equal in value to the access easement across NPS land which would be provided for the Demonstration Project in the exchange.
- e. Execute and deliver to an escrow agent, upon mutual agreement by the Georgetown University and the NPS on the equal value land interests to be exchanged, a scenic easement to the NPS over land Georgetown University owns, or such other interests in lands as may be mutually agreed upon by Georgetown University and the NPS, equal in value to the access easement across NPS land to be provided for the Demonstration Project pursuant to paragraph 5.c.
- f. Instruct the escrow agent to record the executed scenic easement, or other interests in lands, in the land records of the District of Columbia, upon completion by the FHWA of the requirements in paragraph 5.d.
- g. Dedicate such amount of 2.5 acre scenic easement, or other mutually agreed-upon compensation, to the District as needed to cover the 20 percent local match for Demonstration Project expenditures at the time of termination, if the Demonstration Project is terminated.

7. Demonstration Project scheduling and funding procedures will be as follows:

- a. All Federal funds will be allocated to the District in accordance with Federal-aid procedures.
- b. The FHWA, through the FHWA-EFLHD, will consolidate data and prepare and update at least annually by November 1, Demonstration Project schedules, cost estimates, and annual obligation plans, and will furnish copies to all parties of this Agreement. The consolidated schedules, cost estimates, and obligation plans will be based on individual schedules, cost estimates, and annual estimates of obligations as prepared by the District and the NPS for work to be performed by their agencies, and furnished to the FHWA-EFLHD.

Should the annual November 1 update show that the total estimated cost exceeds the available funds, priorities for the work will be established in an effort to complete a usable Demonstration Project within the available funds. Concurrence in these priorities will be requested by the FHWA of all parties to this Agreement.

- c. Upon request of the District, the FHWA, through the FHWA-DC, will be responsible for authorizing all work to be performed for this Demonstration Project, and for processing the FHWA-37 Project Status Record through the Fiscal Management Information System pursuant to current regulations. A copy of all FHWA-37 transactions will be furnished to the FHWA-EFLHD. The authorized Federal funds representing the 80 percent Federal share are to be applied to the Demonstration Project, both for obligations and expenditures, in the same ratio as allocated pursuant to the Act.
- d. A Project Agreement, Form PR-2, will be prepared and executed between the District and the FHWA-DC for each phase of the work or individual authorizations. The FHWA will provide data to the FHWA-DC to complete the Form PR-2 for work to be accomplished. A copy of the executed Form PR-2 and any modifications will be furnished to the FHWA-EFLHD.
- e. The FHWA, through the FHWA-EFLHD, will establish a reimbursable account to capture its and NPS' charges.
- f. Reimbursement to the NPS for work it performs will be made by the FHWA pursuant to quarterly billings by the NPS to the FHWA.
- g. Reimbursement to the FHWA for work the NPS performs, and for work the FHWA performs through the FHWA-EFLHD, will be made by the District pursuant to quarterly billings by the FHWA for 100 percent of the total charges.

- h. Reimbursement to the District for work it performs and for the billings from the FHWA will be through the FHWA-DC's current Federal-aid billing process.
- i. The FHWA-DC will be responsible for coordinating actual annual obligations for its and the District's consideration in using the obligational authority as provided annually for the Federal discretionary funds provided in Section 149(d) of the Act. In the event the full amount of the obligational authority, as distributed annually for this Demonstration Project, is not needed in any given year, it may be utilized by the District, at its discretion, for other programs. Inasmuch as the obligational authority may not be carried forward to subsequent fiscal years, the District hereby agrees to provide a like amount of obligational authority in the year obligations are scheduled, or otherwise needed for this Demonstration Project, from its overall annual obligational authority.
- j. The FHWA-DC, the District, and the FHWA will coordinate to maintain a current record of all fund obligations and expenditures and will furnish the status of funds upon request by any parties to this Agreement.
- k. In addition, the fiscal records as outlined in paragraphs 8.j. and 8.b. above, respectively, will be distributed by the FHWA, through the FHWA-EFLHD, annually.
- 8. The FHWA, through the FHWA-EFLHD, will submit the final plans, specifications, and estimates (PS&E) to the District and the NPS for written approval, and to the FHWA-DC for approval and authorization for construction, prior to advertisement by the FHWA, through the FHWA-EFLHD.
- 9. The FHWA, through the FHWA-EFLHD, will submit the tabulation of bids to the District for written concurrence in award prior to the FHWA's award of any construction contracts.
- 10. All parties to this Agreement will be afforded the opportunity to inspect the work in progress (environmental evaluation, design, right-of-way acquisition, and construction) at any time, and to participate in field reviews, plans-in-hand inspections, bid openings, preconstruction conferences, and periodic and final construction inspections.
- 11. Following execution of this Agreement, all parties will designate a representative to be the point of contact for the administration and coordination of the Demonstration Project's day-to-day activities undertaken pursuant to this Agreement.

12. The parties shall meet as necessary, but at least quarterly, to review the status of the Demonstration Project and to provide management direction.
13. The FHWA, will be responsible for the administrative settlement or adjudication of claims arising under contracts executed to complete the Demonstration Project, utilizing Demonstration Project funds.
14. This Agreement becomes effective on the date of the last approving signature and will remain in effect until the Demonstration Project is completed.
15. This Agreement may be modified only by written consent of all of the parties.
16. Nothing in this Agreement shall be construed as binding any party to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year, or to involve any party in any contract or other obligation for the further expenditure of money in excess of such appropriations.
17. The parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 43 U.S.C. 2000(d) et seq.). The parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.
18. No Member of, or Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to any benefit from this Agreement if the benefit is to a corporation for its general benefit.
19. The parties will abide by the provisions of section 1913 (Lobbying with Appropriated Monies) of Title 18, United States Code, which state:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this

shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates written below:

GOVERNMENT OF THE
DISTRICT OF COLUMBIA

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION

By: Sharon Pratt Dixon

By: Robert G. Stanton

Title: Mayor

Title: Regional Director

Date: NOV 18 1991

Date: SEP 27 1991

GEORGETOWN UNIVERSITY

By: George R. Lashier

George R. Lashier

Title: Vice President and Assistant Treasurer

Date: 9-27-91

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DISTRICT OF COLUMBIA DIVISION
OFFICE

By: Arthur J. Hill

Arthur J. Hill

Title: Division Administrator

Date: 10/9/91

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

By: Gary L. Klinedinst

Gary L. Klinedinst

Title: Division Engineer

Date: 12/3/91